

Challenge Cost Share Agreement

Between

**Idaho Department of Fish and Game, Montana Fish, Wildlife and Parks, Nevada
Department of Wildlife, Utah Division of Wildlife Resources, and Wyoming Game and
Fish Commission And USDA - Forest Service, Gallatin National Forest Representing the
Greater Yellowstone Coordinating Committee**

This Challenge Cost Share Agreement, is hereby made and entered into by and between IDAHO DEPARTMENT OF FISH AND GAME, MONTANA FISH, WILDLIFE AND PARKS, NEVADA DEPARTMENT OF WILDLIFE, UTAH DIVISION OF WILDLIFE REOURCES AND WYOMING GAME AND FISH COMMISSION, hereinafter referred to as YELLOWSTONE CUTTHROAT STATES; and, USDA FOREST SERVICE, GALLATIN NATIONAL FOREST, representing the GREATER YELLOWSTONE COORDINATING COMMITTEE (GYCC), hereinafter referred to as FS, under the provisions of the Interior and Related Agencies Appropriation Act, Public Law 102-154 and Granger-Thye Act of April 24, 1950, (P. L. 81-478, Ch. 97, 64 Stat.82; U.S.C. 490, 504a, 555, 572, 579a, 580c-l, 581i-l)

I. INTRODUCTION

The YELLOWSTONE CUTTHROAT STATES and the FS have established this agreement to help each other accomplish mutually beneficial objectives related to conservation of Yellowstone cutthroat trout (YCT) within the historical range. The specific conservation activity associated with this agreement involves development of an updated range-wide status assessment.

II. MUTUAL BENEFITS

The mutual benefits to the parties signing this agreement and the public will be improved conservation of YCT trout populations and habitats. The FS is responsible for management of aquatic habitats and for coordination of land uses consistent with laws, rules and regulations. The YELLOWSTONE CUTTHROAT STATES have primary responsibility for management of fish and wildlife resources within the respective states, including State, Federal and private lands. The FS has primary responsibility for management of habitat, specifically that habitat that is found on lands that FS administers. It is mutually beneficial for the FS and the YELLOWSTONE CUTTHROAT STATES to work cooperatively on YCT conservation including those actions that further our collective knowledge, improve habitat and population conditions and to reduce the possibility for listing under the Endangered Species Act (ESA).

There is the need to complete an updated status assessment for YCT to aid in the development of future conservation actions in one or more of the following conservation action areas: 1. Population protection and enhancement (e.g. development of population conservation plans, land use coordination action, identification and installation of barriers, enhancement/restoration of habitat, and population enhancement which includes removal of competitive and/or contaminating species of trout); 2. Population restoration (e.g. identification and prioritization of introduction sites, removal of undesirable fish, stocking actions, etc.); 3. Continued identification of existing populations, including genetic analysis; and , 4. Development of a conservation strategies and associated agreements.

This agreement specifically focuses on the completion of a unified status assessment that utilizes a standardized assessment protocol.

III. YELLOWSTONE CUTTHROAT STATES SHALL:

1. Participate in the selection and fine tuning of the assessment procedures by making adequate technical assistance available.
2. Participate in the completion of the actual assessment utilizing fishery staff having personal knowledge of current YCT population conditions.
3. Provide a financial match of in-kind contribution for efforts associated with the YCT current status assessment. Specifics of the financial match are included in the attached financial plan.

IV. FS SHALL:

1. Provide a financial match (Maximum challenger allocation based on the following apportionment: Idaho = \$2,500; Montana = \$ 2,500; Nevada = \$ 1,000; Utah = \$ 1,000; Wyoming = \$3,500), in direct funding or in-kind contribution, to cover the travel costs associated with completion of the assessment. Specifically those reimbursable costs associated with per diem associated with travel to meeting locations associated the status assessment that are incurred by the YELLOWSTONE CUTTHROAT STATES, as identified in the financial plan.
2. Participate in the selection and fine tuning of the assessment procedures through the Inland Cutthroat Coordinator and others.
3. Provide meeting facilities, as available, to assist in the assessment.
4. Participate in the completion of the actual assessment utilizing fishery staff having personal knowledge of current habitat conditions and the Inland Cutthroat Coordinator and others.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY YELLOWSTONE CUTTHROAT STATES, AND THE FS THAT:

1. **INDIRECT COSTS.** Specific indirect cost rates are approved in the initial instrument. If the rates change at any time during the performance period, the proposed adjustments shall be resubmitted to the Forest Service for verification, consideration, and approval, prior to the adjusted rates being billed. Approved rates shall be incorporated by written modification. **All parties agree not to assess an administrative overhead charge (fee) to any funds that maybe exchanged under this agreement.**

2. **MODIFICATION.** Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The FS is not obligated to fund any changes not properly approved in advance.

3. **ACCESS TO RECORDS.** Give the Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all books, papers, or documents related to this instrument.

4. **TERMINATION.** The party(s), in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. The party(s) shall not incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each parties expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

5. **NONDISCRIMINATION.** The cooperator shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, executive orders, regulations and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), which prohibits discrimination on the basis of race, color, handicap, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.

6. **PROPERTY IMPROVEMENTS.** Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature.

7. **PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

8. The State of Wyoming and the Commission do not waive sovereign immunity by entering into the Agreement, and specifically retain immunity and all defenses available

to them as sovereigns pursuant to Wyoming Statute I-39-104(a) and all other state and Federal law.

9. OBLIGATIONS. Nothing herein shall be considered as obligating the Forest Service to expend or as involving the United States in any contract or other obligations for the future payment of money in excess of funding approved and made available for payment under this instrument and modifications thereto.

10. COMPLETION DATE. This instrument is executed as of the last date shown below and expires on September 30, 2001, at which time it will be subject to review, renewal, or expiration.

11. PRINCIPAL CONTACTS. The principal contacts for this instrument are: Ken McDonald representing Montana Fish Wildlife and Parks, Steve Yundt representing Idaho Department of Fish and Game, Robert Wiley representing Wyoming Game and Fish Department, Tom Pettingill representing Utah Division of Wildlife Resources, Rich Haskins representing Nevada Department of Wildlife and Bruce May representing USDA Forest Service.

12. LEGAL AUTHORITY. The recipient/cooperator has the legal authority to enter into this instrument, and the institutional, managerial, and financial capability (including funds sufficient to pay non-Federal share of project costs) to ensure proper planning, management, and completion of the project.

13. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this instrument is not available for reimbursement of cooperator purchase of equipment.

14. HOLD HARMLESS. The cooperator hereby agrees to defend and hold harmless the FS, its representative or employees, from any damage incident to the performance of the work resulting from, related to, or arising from this instrument.

15. DAVIS-BACON OR SERVICE CONTRACT ACT. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this instrument where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the costs of the contract. If a cooperator is approved to issue a contract it shall be awarded on a competitive basis.

16. BILLINGS. The Cooperators will bill the Forest Service for their prorated share of actual costs incurred to date, less program income excluding any previous Forest Service payment(s) made on this instrument to the date of the invoice. YELLOWSTONE CUTTHROAT STATES will individually initiate an invoice and deliver it to Penny Monforton, Room 371, third floor of the Bozeman Federal Building (PO Box 130, Bozeman, MT 59771), showing the following information:

Employer Tax Identification Number
Instrument #

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last date written below.

Date:
Idaho Department of Fish and Game

Date:
Nevada Department of Wildlife

Date:
Wyoming Dept of Game and Fish

Director

Chief Fiscal Officer

Attorney General Representative

Date:
Montana Fish, Wildlife and Parks

Date:
Utah Division of Wildlife Resources

Date:
Gallatin National Forest

FINANCIAL PROJECT PLAN
Yellowstone Cutthroat Status Assessment

FOREST SERVICE CONTRIBUTION

	FS IN-KIND CONTRIBUTION	FUNDING TO CHALLENGERS	TOTAL
SALARIES	\$ 0	\$ 0	\$ 0
TRAVEL	\$ 0	\$ 10,500.00	\$ 10,500.00
SUPPLIES	\$ 0	\$ 0	\$ 0
EQUIPMENT USE	\$	\$	\$
TOTAL DIRECT COST	\$ 0	\$ 10,500.00	\$ 10,500.00
ADD: INDIRECT COST	\$ 0	\$ 0	\$ 0
TOTAL FS CONTRIBUTION -----		\$ 10,500.00	

Maximum challenger allocation based on the following apportionment: Idaho = \$2,500; Montana = \$2,500; Nevada = \$1,000; Utah = \$1,000; Wyoming = \$3,500

CHALLENGER CONTRIBUTION

	FUNDING TO FS	CHALLENGERS IN-KIND	TOTAL
SALARIES	\$ 0	\$16,500.00	\$16,500.00
TRAVEL	\$	\$	\$
SUPPLIES	\$	\$ 1,500.00	\$ 1,500.00
EQUIPMENT USE	\$	\$ 3,500.00	\$ 3,500.00
TOTAL DIRECT COST	\$	\$21,500.00	\$ 21,500.00
ADD: INDIRECT COST	\$ 0	\$ 0	\$ 0

ADD: VALUE OF CONTRIBUTIONS WHERE \$
THE CHALLENGER INCURS NOCOST (for example, voluntary labor)
(May be used only to satisfy matching requirement-not reimbursable)

TOTAL CHALLENGER CONTRIBUTION ----- \$ 21,500.00

PROJECT TOTAL ----- \$32,000.00

Total FS Share 33% of Project Value

Challenger Share 67% of Project Value

Budget Note: The \$10,500 represent funds provided by GYCC to the Gallatin NF. FY00 NFIF program and targeted for this specific project. Reference MO .
Payment should be re-imbursement only.

